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Attorneys for Defendants
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 INVESTMENTS, LLC

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

AFRO UNICORN, INC.,

Plaintiff,

v.

MICHAEL BENSON, and MB BENSON
 INVESTMENTS, LLC

Defendants.

AND RELATED COUNTERCLAIM

Case No.: 2:22-cv-07483-MWF-MRW

**[PROPOSED] STIPULATED
 PROTECTIVE ORDER**

DISCOVERY MATTER

Pursuant to the Stipulation of the Parties, and for good cause appearing, the Court
 hereby orders the following:

1
2 A. PURPOSES OF LIMITATIONS

3 Discovery in this action is likely to involve production of confidential, proprietary,
4 or private information for which special protection from public disclosure and from use
5 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
6 parties hereby stipulate to and petition the Court to enter the following Stipulated
7 Protective Order. The parties acknowledge that this Order does not confer blanket
8 protections on all disclosures or responses to discovery and that the protection it affords
9 from public disclosure and use extends only to the limited information or items that are
10 entitled to confidential treatment under the applicable legal principles. The parties further
11 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
12 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
13 sets forth the procedures that must be followed and the standards that will be applied
14 when a party seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and other
17 valuable research, development, commercial, financial, technical and/or proprietary
18 information for which special protection from public disclosure and from use for any
19 purpose other than prosecution of this action is warranted. Such confidential and
20 proprietary materials and information consist of, among other things, confidential
21 business or financial information, information regarding confidential business practices,
22 or other confidential research, development, or commercial information (including
23 information implicating privacy rights of third parties), information otherwise generally
24 unavailable to the public, or which may be privileged or otherwise protected from
25 disclosure under state or federal statutes, court rules, case decisions, or common law.
26 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
27 disputes over confidentiality of discovery materials, to adequately protect information
28 the parties are entitled to keep confidential, to ensure that the parties are permitted

1 reasonable necessary uses of such material in preparation for and in the conduct of trial,
2 to address their handling at the end of the litigation, and serve the ends of justice, a
3 protective order for such information is justified in this matter. It is the intent of the
4 parties that information will not be designated as confidential for tactical reasons and that
5 nothing be so designated without a good faith belief that it has been maintained in a
6 confidential, non-public manner, and there is good cause why it should not be part of the
7 public record of this case.

8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

9 The parties further acknowledge, as set forth in Section 12.3, below, that this
10 Stipulated Protective Order does not entitle them to file confidential information under
11 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
12 standards that will be applied when a party seeks permission from the court to file
13 material under seal.

14 There is a strong presumption that the public has a right of access to judicial
15 proceedings and records in civil cases. In connection with non-dispositive motions, good
16 cause must be shown to support a filing under seal. *See Kamakana v. City and County*
17 *of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307
18 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D.
19 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause
20 showing), and a specific showing of good cause or compelling reasons with proper
21 evidentiary support and legal justification, must be made with respect to Protected
22 Material that a party seeks to file under seal. The parties' mere designation of Disclosure
23 or Discovery Material as CONFIDENTIAL does not—without the submission of
24 competent evidence by declaration, establishing that the material sought to be filed under
25 seal qualifies as confidential, privileged, or otherwise protectable—constitute good
26 cause.

27 Further, if a party requests sealing related to a dispositive motion or trial, then
28 compelling reasons, not only good cause, for the sealing must be shown, and the relief

sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

1. DEFINITIONS

1.1 Action: this pending federal lawsuit, Case No. 22-cv-07843-MWF-MRW

1.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

1.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

1.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

1.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

1 1.6 Designating Party: a Party or Non-Party that designates information or items
2 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

4 1.7 Disclosure or Discovery Material: all items or information, regardless of the
5 medium or manner in which it is generated, stored, or maintained (including, among
6 other things, testimony, transcripts, and tangible things), that are produced or generated
7 in disclosures or responses to discovery in this matter.

8 1.8 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
10 expert witness or as a consultant in this Action.

11 1.9 House Counsel: attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside counsel.

13 1.10 Non-Party: any natural person, partnership, corporation, association, or
14 other legal entity not named as a Party to this action.

15 1.11 Outside Counsel of Record: attorneys who are not employees of a party to
16 this Action but are retained to represent or advise a party to this Action and have appeared
17 in this Action on behalf of that party or are affiliated with a law firm which has appeared
18 on behalf of that party, and includes support staff.

19 1.12 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 1.13 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 1.14 Professional Vendors: persons or entities that provide litigation support
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
27 their employees and subcontractors.
28

1.15 Designated Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2. SCOPE

The protections conferred by this Stipulation and Order cover not only Designated Material (as defined above), but also (1) any information copied or extracted from Designated Material; (2) all copies, excerpts, summaries, or compilations of Designated Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Designated Material.

Any use of Designated Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Designated Material at trial.

3. DURATION

FINAL DISPOSITION of the action is defined as the conclusion of any appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal has run. Except as set forth below, the terms of this protective order apply through FINAL DISPOSITION of the action. The parties may stipulate that they will be contractually bound by the terms of this agreement beyond FINAL DISPOSITION, but will have to file a separate action for enforcement of the agreement once all proceedings in this case are complete.

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-

related documents are part of court record). Accordingly, for such materials, the terms of this protective order do not extend beyond the commencement of the trial.

4. DESIGNATING PROTECTED MATERIAL

4.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

4.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY" (hereinafter "CONFIDENTIAL" legend or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES

1 ONLY legend”), to each page that contains protected material. If only a portion or
2 portions of the material on a page qualifies for protection, the Producing Party also must
3 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).

5 A Party or Non-Party that makes original documents available for inspection need
6 not designate them for protection until after the inspecting Party has indicated which
7 documents it would like copied and produced. During the inspection and before the
8 designation, all of the material made available for inspection shall be deemed
9 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has
10 identified the documents it wants copied and produced, the Producing Party must
11 determine which documents, or portions thereof, qualify for protection under this Order.
12 Then, before producing the specified documents, the Producing Party must affix the
13 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY legend” to each page that contains Designated Material. If only a portion or
15 portions of the material on a page qualifies for protection, the Producing Party also must
16 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
17 margins).

18 (b) Deposition transcripts and portions thereof taken in this action may
19 be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY” during the deposition or after, in which case the portion of the transcript
21 containing Designated Material shall be identified in the transcript by the Court Reporter
22 as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY.” The designated testimony shall be bound in a separate volume and marked by
24 the reporter accordingly.

25 Where testimony is designated during the deposition, the Designating Party shall
26 have the right to exclude, at those portions of the deposition, all persons not authorized
27 by the terms of this Protective Order to receive such Designated Material Within thirty
28 (30) days after a deposition transcript is certified by the court reporter, any party may

1 designate pages of the transcript and/or its exhibits as Designated Material. During such
 2 thirty (30) day period, the transcript in its entirety shall be treated as “CONFIDENTIAL”
 3 (except for those portions identified earlier as “HIGHLY CONFIDENTIAL –
 4 ATTORNEYS’ EYES ONLY” which shall be treated accordingly from the date of
 5 designation). If any party so designates such material, the parties shall provide written
 6 notice of such designation to all parties within the thirty (30) day period. Designated
 7 Material within the deposition transcript or the exhibits thereto may be identified in
 8 writing by page and line, or by underlining and marking such portions
 9 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 10 and providing such marked-up portions to all counsel.

11 (c) for information produced in some form other than documentary and
 12 for any other tangible items, that the Producing Party affix in a prominent place on the
 13 exterior of the container or containers in which the information is stored the legend
 14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”
 15 If only a portion or portions of the information warrants protection, the Producing Party,
 16 to the extent practicable, shall identify the protected portion(s).

17 5 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
 18 to designate qualified information or items does not, standing alone, waive the
 19 Designating Party’s right to secure protection under this Order for such material. Upon
 20 timely correction of a designation, the Receiving Party must make reasonable efforts to
 21 assure that the material is treated in accordance with the provisions of this Order.

22 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 5.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
 24 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

25 5.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
 26 process under Local Rule 37.1 et seq.

27 5.3 The burden of persuasion in any such challenge proceeding shall be on the
 28 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,

to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

6. ACCESS TO AND USE OF DESIGNATED MATERIAL

6.1 Basic Principles. A Receiving Party may use Designated Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Designated Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Designated Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

6.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Designated Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

6.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

6.4 Nothing herein in any way restricts the ability of the Receiving Party to use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced to it in examining or cross-examining any employee or consultant of the Designating Party.

6.5 Nothing herein shall bar any attorney in the course of rendering advice to such attorney’s client with respect to this litigation from conveying to any party client the attorney’s evaluation in a general way of HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY information produced or exchanged under the terms of this Protective Order; provided, however, that in rendering such advice and otherwise communicating with the client, the attorney shall not disclose the specific contents of any HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY produced by another party if such disclosure would be contrary to the terms of this Confidentiality Agreement. The Parties further agree that Plaintiff is free to name revealed alleged infringers as defendants in lawsuit, notwithstanding any Party’s designation of documents showing such information as HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that

1 compels disclosure of any information or items designated in this Action as
 2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,”
 3 that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification
 5 shall include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order
 7 to issue in the other litigation that some or all of the material covered by the subpoena or
 8 order is subject to this Protective Order. Such notification shall include a copy of this
 9 Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be
 11 pursued by the Designating Party whose Designated Material may be affected.

12 (d) If the Designating Party timely seeks a protective order, the Party
 13 served with the subpoena or court order shall not produce any information designated in
 14 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
 15 EYES ONLY” before a determination by the court from which the subpoena or order
 16 issued, unless the Party has obtained the Designating Party’s permission. The
 17 Designating Party shall bear the burden and expense of seeking protection in that court
 18 of its confidential material and nothing in these provisions should be construed as
 19 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
 20 from another court.

21 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a
 24 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
 25 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by
 26 Non-Parties in connection with this litigation is protected by the remedies and relief
 27 provided by this Order. Nothing in these provisions should be construed as prohibiting a
 28 Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Designated Material.

9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Designated Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Designated Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request

1 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
2 that is attached hereto as Exhibit A.

3 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other protection, the
7 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
8 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
9 established in an e-discovery order that provides for production without prior privilege
10 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
11 an agreement on the effect of disclosure of a communication or information covered by
12 the attorney-client privilege or work product protection, the parties may incorporate their
13 agreement in the stipulated protective order submitted to the court.

14 11. MISCELLANEOUS

15 11.1 Right to Further Relief. Nothing in this Order abridges the right of any
16 person to seek its modification by the Court in the future.

17 11.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order, no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in this
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
21 to use in evidence of any of the material covered by this Protective Order.

22 11.3 Filing Protected Material. A Party that seeks to file under seal any Protected
23 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed
24 under seal pursuant to a court order authorizing the sealing of the specific Protected
25 Material at issue. If a Party’s request to file Protected Material under seal is denied by
26 the court, then the Receiving Party may file the information in the public record unless
27 otherwise instructed by the court.

28 12. FINAL DISPOSITION

1 After the final disposition of this Action, as defined in paragraph 4, within 60 days
2 of a written request by the Designating Party, each Receiving Party must return all
3 Designated Material to the Producing Party or destroy such material. As used in this
4 subdivision, "all Designated Material" includes all copies, abstracts, compilations,
5 summaries, and any other format reproducing or capturing any of the Designated
6 Material. Whether the Designated Material is returned or destroyed, the Receiving Party
7 must submit a written certification to the Producing Party (and, if not the same person or
8 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
9 where appropriate) all the Designated Material that was returned or destroyed and (2)
10 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
11 summaries or any other format reproducing or capturing any of the Designated Material.
12 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
13 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
14 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
15 consultant and expert work product, even if such materials contain Designated Material.
16 Any such archival copies that contain or constitute Designated Material remain subject
17 to this Protective Order as set forth in Section 4 (DURATION).

18 13 VIOLATION

19 Any violation of this Order may be punished by any and all appropriate measures
20 including, without limitation, contempt proceedings and/or monetary sanctions.

21 IT IS SO ORDERED.

22
23
24 Date: 4/11/23

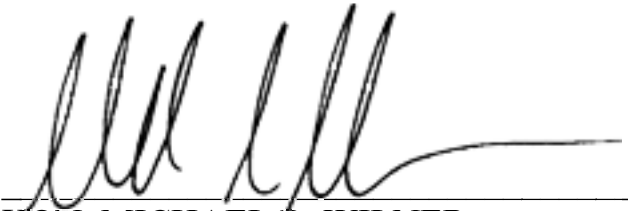

HON. MICHAEL R. WILNER
U.S. MAGISTRATE JUDGE

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of *Afro Unicorn, Inc. v. Michael Benson et al.* 2:22-cv-07483-MWF-MRW. I agree
to comply with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____